GOVERNMENT OF KARANATAKA

BRUHAT BENGALURU MAHANAGARA PALIKE
N R SQUARE, BENGALURU-02

Tender for the supply of Handheld refractoscope machine to namma clinics of BBMP.

Tender Reference number: BBMP/2024-25/IND0075

TENDER SCHEDULE

1.	Tender Reference No.	:	**BBMP/2024-25/IND0075**
2.	Date of Commencement of Download of Tender Document from Karnataka public procurement portal website http://kppp.karnataka.gov.in	:	On 26/09/2024 onwards
3.	Date, Time & Venue of Pre-bid Meeting	:	30/09/2024 at 11:00 AM at the following venue: Office of the CHO ground Floor, Annexe-3 Building Bengaluru-560002.
4.	Last Date and Time for uploading Online Queries in Karnataka public procurement portal	:	30/09/2024 up to 5:00 pm
5.	Last Date and Time for uploading of eTender in Karnataka public procurement portal	:	10/10/2024 up to 5:00 pm
6.	Date and Time of Online Opening of Technical Bids in Karnataka public procurement portal	:	14/10/2024 11:00 am
7.	Date and Time of Demonstration of Sample submisison	:	Shall be intimated after technical bid opening
8.	Address for Communication	:	Chief Health Officer (Public Health), Office of the CHO ground Floor, Annexe-3 Building Bengaluru-560002. Email:choph515@gmail.com Phone: 080-22975516

Note:

- Completed tenders shall be uploaded through e-tendering system by the Tenderers using their User ID on or before the last date & time stipulated.
- In the event of the specified date of opening of Technical Bid (First Cover) being declared a holiday for the Purchaser, the Technical Bid will be opened on the next working day.

SECTION I
INVITATION FOR TENDER (IFT)

IFT NO: BBMP/2024-25/IND0075 Date:26/09/2024

1. The BBMP Chief Health Officer (Public Health) BBMP (Purchaser) invites e-Tender from eligible tenderers who are registered in the Karnataka public procurement portal for the supply of the goods listed below:

Sl.NO	Name of the Item	Qty	EMD	Annual Turnover	Annual Turnover for MSME	80% performance	40% Performance	30% Performance	Warranty	CMC
1	Handheld refractoscope machine	54	2,43,000	1,62,00,000	81,00,000	43	22	16	3 years warranty	Nil
		Grand Total	2,43,000	1,62,00,000	81,00,000	43	22	16		

Note:

- The number of years of warranty required for the equipment/item, stated in this table supersedes the number of years of warranty stated elsewhere in the tender document.
- The number of years of CMC required for the equipment/item, stated in this table supersedes the number of years of CMC stated elsewhere in the tender document.

2. The Bidders should submit tenders through Karnataka public procurement portal for all the above given goods. Bidders are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.

3. Tender documents may be downloaded from www.kppp.karnataka.gov.in The bidders will be required to register themselves with the centre for e-governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website http://www.kppp.karnataka.gov.in .

4. The Earnest Money Deposit shall be paid through any of the following e-payment modes.

   a. Credit card
   b. Debit card.
   b. Direct debit (ICICI bank holders only)
   c. National Electronic Fund Transfer.

d. Remittance over the ICICI Bank counters using OTC challan anywhere in India.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at ICICI Bank

5. Technical bids will be opened online in the eportal. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.

6. Other details can be seen in the tender document.

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SECTION – II: INSTRUCTIONS TO TENDERS

A. INTRODUCTION

1 Eligible Bidders

1.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the supply of goods to be purchased under this Invitation for Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the concerned State Government or by Government of India.

2. **Cost of tendering**

2.1 The Bidders shall bear all the costs associated with the preparation and submission of its tender and Chief Health Officer (Public Health) herein after referred to as purchaser, will in no Case be responsible or liable for these costs regardless of the conduct or outcome of the tender process.

B. TENDER DOCUMENTS

3. Contents of Tender Documents

3.1 The Goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

a) Instructions to Bidders (ITT)
b) General Conditions of Contract (GCC) ;
c) Special Conditions of Contract (SCC) ;
d) Schedule of Requirements;
e) Technical Specifications;
f) Tender Form and Price Schedules;
g) Earnest Money Deposit Form;
h) Contract Form;
i) Performance Security Form;
j) Performance Statement Form;
k) Manufacturer’s Authorization Form; and
l) Equipment and Quality Control Form

3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be the Tenderer’s risk and may result in rejection of its tender.

4. **Clarification of tender Documents**

4.1 A prospective Tenderer requiring any clarification of the tender documents may

notify the Purchaser in writing by queries through Karnataka public procurement portal. The Purchaser will respond in writing for clarification of the tender documents which it receives no later than last date for receiving queries through Karnataka public procurement portal prescribed by the Purchaser. Written copies of the Purchaser's response will be published in the e-procurement portal in the form of Addendum / Corrigendum.

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on Karnataka public procurement portal. No individual communication is made in this regard.

5.2 In order to allow prospective BIDDERS reasonable time in which to take the addendum into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on Karnataka public procurement portal.

C. PREPARATION OF TENDERS

6 Language of Tender

6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser shall be written in English language. Supportive documents and printed literature furnished by the tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the tender, the translation shall govern.

7. Documents comprising the Tender

7.1 The tender prepared by the Tenderer shall comprise the following components:

a) A Tender Form and a price Schedule completed in accordance with ITT Clauses 8,9 and 10

b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and

d) Earnest Money Deposit furnished in accordance with ITT Clause 13.

8. Tender Form

a. The Tenderer shall complete the Tender Form and the Price Schedule furnished in the Karnataka public procurement portal, indicating the Goods to be delivered, country of origin, quantity and prices.

9. Tender Prices

9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award

9.2 Prices indicated on the Price Schedule shall be entered including all taxes:

(i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable

a) On components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or

b) On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

(ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

(iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.

(iv) The price of other incidental services listed in clause 4 of the special condition of contract.

9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer`s Eligibility and Conformity to Tender Documents

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its

tender, documents establishing the tenderers eligibility to the tender and its qualifications to perform the contract if its tender is accepted.

11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to purchaser`s satisfaction:

(a) That in the case of tender offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized (as per authorization form in section XIII) by the goods` manufacturer or producer to supply the goods in India.
[Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer's for the same item of the schedule in the tender will be treated as non-responsive.]

(b) That the tenderer has the financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the qualification requirements specified in section VII. To this end, all the tenders submitted shall include the following information

i) the legal status, place of registration and principal place of business of the company or firm or partnership etc

ii) Details of experience and past performance of the tenderer on item offered and on those of similar nature within the past 3 years and details of current contracts in hand and other commitments. (suggested proforma given in Section XII)

12. **Documents establishing goods eligibility and conformity to tender documents**.

12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawing and data, and shall consist of-

a) A detailed description of the essential technical and performance characteristics of goods.

b) A list giving full particulars, including available sources and current prices of the spare parts, special tools etc necessary for the proper and continuing functioning of the goods for a period of three years, following commencement of the use of the goods by the purchase ; and

c) An item by item comments on the purchasers` technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviation and expectations to the provisions of the technical specifications

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

12.4 The model/samples quoted by the bidder must be demonstrated and should be as per the technical specifications of this tender, subject experts will evaluate the model/samples at the time of demonstration, if the submitted model/samples for demonstration is not as per the technical specifications, or if it is of poor quality then those bids will be rejected.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.

13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall be paid in the e-procurement portal using the following payment modes:

- Credit Card.
- Direct Debit.
- Debit card.
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC). The OTC payment facility will be available at the designated Bank and branch or any bank approved by e-Governance for making payments from the date of tender notification.

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30,

and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The earnest money deposit may be forfeited:

a) if a Tenderer i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

b) in case of a successful Tenderer, if the Tenderer fails:

i) to sign the Contract in accordance with ITT Clause 30; or

ii) to furnish performance security in accordance with ITT Clause 31.

13.8 As per the circular number FD 130 exp-12/2015, dated 8th September 2015, issued by Finance department, Government of Karnataka: EMD is exempted if "Micro and small enterprises registered with NSIC under a single point vendor registration scheme".

14. Period of Validity of Tenders

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

15.1 The Tenderer shall upload the tender along with all the requisite documents through e-tendering system by using user ID and digital signature on Technical and Financial Bids.

15.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

D. SUBMISSION OF TENDERS

16. Submission of Tenders

16.1 All BIDDERS should submit their tenders through Karnataka public procurement portal only.

16.2 Telex, Cable or facsimile tenders will be rejected.

16.3 Tender should be submitted

1. Technical bid as per section VII qualification criteria.
2. Financial bid in the Eportal.

17. Deadline for Submission of Tenders

17.1 Tenders must be uploaded and signed as specified under ITT Clause 16 no later than the time and date specified in the Tender Schedule. In the event of the specified date for the submission of Tenders being

declared a holiday, there will be no change in the date and time.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Purchaser and BIDDERS previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

18.1 Karnataka public procurement portal will not be accessible after the deadline and hence no late submission is possible and allowed.

19. Modification and withdrawal of Tenders:

19.1 The Tenderer may modify or withdraw its tender after the tender submission, for any number of times before the deadline for the submission of bids with no extra cost.

19.2 No tender may be modified subsequent to the deadline for submission of tenders.

19.3 No tender is allowed for withdrawal in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. TENDER OPENING AND EVALUATION OF TENDERS

20 Opening of Tenders by the Purchaser

20.1 The Purchaser will open all technical bids submitted through Karnataka public procurement portal.

20.2 In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

20.3 The BIDDERS' names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.

20.4 The Purchaser will open the technical bid in Karnataka public procurement portal.

21 Clarification of tenders

21.1 During evaluation of tender, the purchaser may, as its discretion, ask the tenderer for clarification of its tender. The request for clarification and response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the tenders are generally in order. Tenders from Agents, without

proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Supplier does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.

22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), warranty (GCC clause 14), force majeure (GCC clause 24) limitation of liability(GCC clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

22.6 However, if any further supportive documents to already submitted records are required by the purchaser to fulfill the eligibility criteria, the purchaser may call for additional documents from some BIDDERS or all the BIDDERS.

23. Evaluation and Comparison of Tenders

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT

Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered is not included in the tender.

23.2 The purchaser`s evaluation of a tender will exclude and not take into account

a) In case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes which will be payable on the goods if a contract is awarded to the tenderer.

b) Any allowance for price adjustment during the period of execution of the contract if provided in tender.

23.3 The purchaser`s evaluation of a tender will take into account, in addition to the tender price and price of incidental services the following factors in the manner and extent indicated in ITT clause 23.4 and in the technical specifications;

a) cost of inland transportation, insurance and other costs with in India incidental to the delivery of the goods to their final destination

b) delivery schedule offered in the tender

c) deviations in payment schedule from that specified in the special conditions of contract.

d) the cost of components, mandatory spare parts and service;

e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;

f) the projected operating and maintenance costs during the life of the equipment; and

g) the performance and productivity of the equipment offered.

23.4 Pursuant to ITT clause 23.3 one or more of the following evaluation methods will be applied.

a) Inland transportation, insurance and other incidentals

i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT clause 9.2 (iii) the above costs will be added to the tender price.

24 Contacting the purchaser

24.1 Subject to ITT clause 21, no tenderer shall contact the purchaser on any matter relating to the tender, from the time of tender opening to the time contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2 Any effort by the tenderer to influence the purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of tenderer`s tender

F.AWARD OF CONTRACT

25. Post qualification;

25.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria;

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

26.2 If L1 bidder steps down/fails to implement the project, actions will be initiated as per ITT Clause 13.7

27. Purchaser's right to vary Quantities at Time of Award

27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 % of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer, in writing by registered letter or by cable/telex or Fax or e-mail, that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer’s furnishing of performance security pursuant to ITT Clause 31, the Purchaser will discharge its earnest money deposit at unsuccessful tenderer, pursuant to ITT Clause 13.

29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30 Signing of Contract

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 07 days of receipt of the Contract Form, the successful Tenderer shall enter into an agreement with the Purchaser on Rs.500/- Stamp Paper (being First party as Purchaser & Second party as Supplier) and return to the Purchaser.

31 Performance Security

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the General Conditions of Contract (GCC Clause 6.1), in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32. **Corrupt and fraudulent practices**.

32.1 The Government requires the tenderers/suppliers/contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government

a) defines, for the purpose of this provision, the terms set forth as follows.

i) “corrupt practice’’ means offering, giving, receiving or soliciting of any thing of value to influence the act of public official in the procurement process or in the contract execution and

ii) “fraudulent practice’’ means misrepresentation of facts in order to influence a procurement process or the execution of the contract to the detriment of the Government and includes collusive practice among the tenderers (prior to or after tender submission) designed to a established prices at artificial non competitive levels and to deprive the Government of the benefits of free and open competition-

b) will reject a proposal for a award if it determines that the tenderer recommended for the award has engaged in corrupt or fraudulent practices in competing for contract in question:

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be

awarded a Government financed contract if it any other time determines that the firm has

engaged in corrupt or fraudulent practices in competing for, or in executing a Government

financed contract.

32.2 further more tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause

23.1 of the general conditions of the contract

33. Bidders will be debarred as per the KTPP act.

34. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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28	Governing language
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1. Definitions:

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) The Contract means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) The Contract Price means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

(d) Services means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

(e) GCC means the General Conditions of Contract contained in this section.

(f) SCC means the Special Conditions of Contract.

(g) The Purchaser means the organization purchasing the Goods, as named in SCC.

(h) The Purchaser’s country is the country named in SCC.

(i) The Supplier means the individual or firm supplying the Goods and Services under this Contract.

(j) The Government means the Government of Karnataka State.

(k) The Project Site, where applicable, means the place or places named in SCC.

(l) Day means calendar day.

2. Application:

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods delivered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights;

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

6.1 Within 21 working days of receipt of the notification of contract award, the supplier shall furnish performance security to the purchaser for an amount of 5% of the contract value, which shall be valid up to 60 days after the date of completion of warranty obligations. In the event of any corrections of defects or replacement or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended till the warranty period.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees

and shall be in one of the following forms:

a. A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
b. A cashier's cheque or Banker’s certified cheque, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
c. Specified small savings instruments duly pledged to the Purchaser.

6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations under the contract.

6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. **Inspections and Tests**

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes

7.2 The inspections and tests may be conducted on the premises of the Supplier, before the delivery and or at the goods to the final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6 Manual and drawings

7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of

the equipment as stated in the specifications.

7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser

7.8 Acceptance Certificates:

7.8.1 On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working of the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

9. Delivery of service and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition,

transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and strikes.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Karnataka defined as Project site, transport to such place of destination in Karnataka including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

13.1 Clause deleted.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or

workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2 This warranty shall remain valid for 3 years after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 14 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, within the period of 7 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 7 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

15.4 Payment shall be made in Indian Rupees.

16. Prices

16.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

17. Change Orders

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) the method of shipping or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.
17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.
20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
21.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier’s time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause :

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 Amicable Settlement :Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

27.2 Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

27.3 Arbitrations:

Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Chief Commissioner, BBMP serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Chief Commissioner’s Office. The parties agree the decision or award resulting from such Arbitration shall be final and binding upon the parties.

Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Arbitration award.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party’s address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

33. Debarment/Black listing:

32.1 The BBMP reserve the right to black-list debar any bidder/supplier due to any act of omission or commission or fraudulent act indulged or caused to be indulged by such bidder/supplier in the course of bidding process and/or in the execution or performance of any contracts which may be awarder to the bidder/supplier pursuant to the tender provided however, that the department shall be obliged to allow on opportunity of being heard to such bidder/supplier before any order of black-listing/debarment could be passed any such order of black-listing/debarment that may be passed by the department shall be without prejudice to other rights of actions available to the department against the bidder/supplier under the tender terms & conditions.

SECTION IV: SPECIAL CONDITIONS OF THE CONTRACT

Table of clauses

Item Number	Topic
1	Definitions(GCC clause 1)
2	Inspection and tests (GCC clause 7)
3	Delivery and documents ((GCC clause 9)
4	Incidental services(GCC clause 12)
5	Payment(GCC clause 14)
6	Settlement of disputes(GCC clause 26)
7	Notices(GCC clause 30)
8	Progress of supply
9	Right to use defective equipment
10	Supplier integrity
11	Supplier1s obligations
12	Patent rights
13	Site preparation and installation
14	Hardware Installation
15	Hardware maintenance
16	Training
17	Technical documentation

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The purchaser is Chief Health Officer BBMP Public Health.

(b) The Supplier is the successful L1 bidder.

2. Inspection and Tests (GCC Clause 7)

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

(i) Pre delivery inspections

As and when the items are ready for shipment, the second party should notify the first party in writing, the location of the project where the items are ready for inspection. The First party shall get it tested from an agency/officer which it deems fit to get it done at the cost of first party. The first party may get the pre delivery inspection either at the place it is ready for dispatch, or at the place, which the first party may notify any place in Bangalore for pre delivery inspection. The second party agrees to make the items ready for delivery for such inspections as desired above.

(ii) Third party inspection: Third party inspection will also be conducted as per KTPP act.

3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by email/cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

(i) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

(ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);

(iii) Four Copies of packing list identifying the contents of each package;

(iv) Insurance Certificate;

(v) Manufacturer's/Supplier's warranty certificate;

(vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the

Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services (GCC Clause 12)

4.1. The following services shall be furnished and the cost shall be included in the contract price:

4.1.1. Unloading, safe storage and handling of the consignment at site.

4.1.2. Performance of the on-site assembly, commissioning and start-up of the equipment.

4.1.3. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.

4.1.4. Training of the Purchaser's personnel at the installation site.

4.1.5. Maintenance and repair of the equipment at each location during the warranty period of 3 year including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.

4.1.6. : **CMC**

Clause deleted.

4.1.7. **CMC**

The Clause deleted.

5. Payment (GCC Clause 14)

a) 100% on the completeion of supply and installation.

6. Settlement of Disputes (GCC Clause 26)

6.1 Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

6.2 Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

6.3 Arbitrations:

Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Chief Commissioner, BBMP serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Chief Commissioner's Office. The parties agree the decision or award resulting from such Arbitration shall be final and binding upon the parties.

Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Arbitration award.

7. Notices (GCC Clause 30)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Chief Health Officer BBMP Public Health.

Supplier: (To be filled in at the time of Contract signature)

.....

8. Progress of Supply:

Supplier shall regularly intimate, on day to day basis, the progress of supply, in writing, to the Purchaser as under

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification /repair /replacement effected/completed on receipt of any communication from consignee/ purchaser with date.
- Date of competition of entire contract including incidental services if any –and
- Date of receipt of entire payment under the contact(in case of stage wise inspection, details required may also be specified)

9. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

10. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. Supplier's Obligations:

i. The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.
ii. The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

iii. The Supplier is responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanors.

iv. The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

12. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

13. Site Preparation and Installation

The purchaser / consignee will designate the installation sites before the scheduled installation date to allow supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the equipment's.

14. Equipment Installation

The supplier is responsible for all unpacking, assembling, wiring, installation, cabling between equipment and power supply. The supplier will test all equipment operations and accomplish all adjustments necessary for successful and continuous operation of the equipment at all installation sites.

15. Equipment Maintenance

The supplier will accomplish preventive and breakdown maintenance activities as detailed in SCC Clause 4.1.8 above to ensure that all equipment perform without defect or interruption for at least 95% of up-time 24x7x365 basis worked out on quarterly basis. All faults should be rectified within 4 hours from the time of intimation.

If any critical component of the equipment is out of service for more than 7 days, the supplier shall either immediately replace the defective unit or replace the equipment at its own cost.

16. Training

For each unit of equipment installed, the supplier is required to train designated purchasers / consignee's technical and end user personnel to enable them to effective operate the equipment. The training schedule will be agreed by both purchaser and

consignees and the supplier during the performance of the contract.

17. Technical Documentation

The technical documentation involving detailed operation and maintenance shall be delivered with every unit supplied. The language of the documentation shall be in English.

SECTION V - SCHEDULE OF REQUIREMENTS

Sl.NO	Name of the Item	Qty	EMD	Annual Turnover	Annual Turnover for MSME	80% performance	40% Performance	30% Performance	Warranty	CMC
1	Handheld refractoscope machine	54	2,43,000	1,62,00,000	81,00,000	43	22	16	3 years warranty	Nil
		Grand Total	2,43,000	1,62,00,000	81,00,000	43	22	16		

1. Delivery Schedule

1.1. should be supplied within 30 days from the date of Supply Order.

2. Consignee Details

Namma Clinics of BBMP, detailed consignee will be issued at the time of supply order.

SECTION VI
TECHNICAL SPECIFICATIONS

- Parameters Values
- Spherical Measurement Range -14D to +14D, increments (0.25D)
- Cylindrical Measurement Range -7D to 0D, increments (0.25D)
- Axis Measurement Range 0 to 180 degrees, 1-degree step
- Min Pupil Diameter 2.5 mm
- Vertex Distance 19.5 mm
- Patient Age Range Above 5 years
- Internal Fixation Low spatial frequency sinusoidal grating with Gaussian envelope
- Battery Life 12 hours normal usage, fully charged
- Display / Connectivity 3.5” color touch screen / USB and Bluetooth
- Technology Wave-front sensing
- Power Source AC 100 to 240 V, 50 / 60 Hz
- Measurement Time <5 seconds per eye
- Weight / Dimension 650 g / 8.9” X 7.5” X 2.9”
- Internal Storage Memory 400 measurements
- Ambient Lighting No specific constraint
- Battery Pack Lithium ion battery 3.6V, 6800mAh
- Optional Accessories Bluetooth printer, portable stand

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

1. (a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the item(s) similar to the type specified in the 'Schedule of Requirements' up to at least 80% of the quantity required in any one of the last 3 years (i.e 2021-22, 2022-23, 2023-24). The items offered for must be of the most recent series incorporating the latest improvements in design. The models should have been released on or after and be in satisfactory operation for 24 months as on date of tender opening. (As per GO no FD 908 Exp-12/2019 Bengaluru dated 21/07/2020. 40% performance for Micro and small enterprises bidder of respective quantity as per schedule of requirement in any one of the last two years i.e., 2022-23, 2023-24)

(b) Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:

(i) the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and

(ii) the tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least 30% of the quantity similar to the type specified in the Schedule of Requirements in any one of the last three years (i.e 2021-22, 2022-23, 2023-24) which must be in satisfactory operation for at least 24 months on the date of tender opening.

2. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XII.

3. Annual Turnover:

Sl.NO	Name of the Item	**The average Annual financial Turnover of the tenderer during the last 3 preceding financial years (i.e** 2020-21, 2021-22, 2022-23**):**	**The average Annual financial Turnover of the tenderer (Micro & small Enterprises) during the last 2 preceding financial years (i.e** 2021-22,**2022-23)**
1.	Hand Held Refractoscope machine	1,62,00,000/-	81,00,000/-
	Grand Total	1,62,00,000/-	81,00,000/-

2. The model/samples quoted by the bidder must be demonstrated and should be as per the technical specifications of this tender, subject experts will evaluate the model/samples at the time of demonstration, if the submitted model/samples for demonstration is not as per the technical specifications, or if it is of poor quality then those bids will be rejected.

SECTION VIII: TENDER FORM

Tender Reference number: Date :

From,

To
CHO, Public Helath,
BBMP

Sir,

Having examined the Tender Documents including Addenda ...., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the goods as per tender conditions and provide service in accordance with said tender documents and the rates uploaded in the Eportal is made part of this tender.

We undertake, if our tender is accepted, to deliver the goods and service in accordance with the delivery schedule specified in the Schedule of Requirements.

Sl.no	Name of the item quoted	Remarks

If the tender is accepted, the first party shall obtain from the successful bidder, the guarantee of sum equivalent to 5% of the contract price for the due performance of the contract in the form of Bank Guarantee.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated thisday of……20…..

(signature)

FINANCIAL BID

Rates to be quoted in the Karnataka public procurement portal Only.

SECTION IX:

EARNEST MONEY DEPOSIT BANK GUARANTEE FORM: Not applicable.

SECTION X:
CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20... Between..... *(Name of purchaser)* of..... *(Country of Purchaser)* (Hereinafter called "the Purchaser") of the one part and..... *(Name of Supplier)* of..... *(City and Country of Supplier)* (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain ancillary services viz.,..... *(Brief Description of Services)* and has accepted a tender by the Supplier for the supply of those services in the sum of..... *(Contract Price in Words and Figures)* (Herein after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Tender Form and the Price Schedule submitted by the Tenderer;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and satisfactory services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and satisfactory services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
   Brief particulars of the services which shall be supplied/provided by the Supplier are as under:

SL.NO.	BRIEF DESCRIPTION OF SUPPLY	UNIT PRICE	TOTAL PRICE	Delivery terms

Total value:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said ..... (For the Purchaser)
in the presence of:.....
Signed, Sealed and Delivered by the said .....(For the Supplier)
in the presence of:.....

SECTION XI

PERFORMANCE SECURITY FORM

To: (NameofPurchaser)
.....

WHEREAS ..... (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... .. 20... to Supply..... ..... (Description of Supply) hereinafter ..... called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of .... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors
.....
.....
.....
Date.....20....
Address:.....
.....
.....

Nationalised Bank to be furnished.

SECTION XII

(Please see Clause 11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement of the last three years

Name of the Firm:

.....

Orders placed by (Full address of Purchaser)	Order No and Date	Description of goods ordered	Value of Order	Date of Completion of delivery of goods As per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the goods been supplied satisfactorily functioning. (Attach a Certificate from the Purchaser if any)
1	2	3	4	5	6	7

Signature and Seal of the Tenderer:

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 11.2(a) of Instructions to BIDDERS)

No._____dated

To

Dear Sir:

.

We..... ..... who are established and reputable manufacturers of ....(name and description of goods offered) having factories at .....(address of factory) do hereby authorize M/s.....(Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above.

No company or firm or individual other than M/s _____ are authorized to tender,

and conclude the contract for the above goods manufactured by us, against this specific. (This para should be deleted in simple items where manufacturers sell the product through different stockists.)

We hereby extend our full guarantee and warranty as per Section XIII of the tender document and of the General Conditions of Contract for the goods and services offered for supply by the above firm against this.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

SECTION XIV-PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

IFT NO. ..... DATE OF
OPENING : .....
NAME OF THE
TENDERER : .....
.....
(Note : All details should relate to the manufacturer for the items offered for supply)
1. Name & full address of the Manufacturer
2. (a) Telephone & Fax No Office/Factory/Works
(b) Telex No. Office/Factory/Works
(c) Telegraphic address :
3. Location of the manufacturing factory.
4. Details of Industrial License, wherever required as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
8.1 Normal
8.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff:
10.1 Details of technical supervisory staff in charge of production & quality control.
10.2 Skilled labour employed.
10.3 Unskilled labour employed.
10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.

..... Signature and seal of the
Manufacturer.....

FORMAT OF AFFIDAVIT

[To be submitted by bidder on Stamp Paper of Rs. 100/-]
[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s. _____ on day _____, Year _____, for the tender called by BBMP, for the tender _____ vide Reference No._____.

We/I hereby declare and undertake on oath as follows:

1) We / I that all the documents, testimonials, certificates, etc., submitted by us for the above-mentioned tender are all correct and genuine.
2) We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, submitted by us as proof for 80% Performance Criteria and 30% Performance Criteria are correct and genuine.
3) We / I declare that our firm / company M/s. _____ is not blacklisted or de-registered by any Government / Quasi Government / and other organization.
4) We / I declare that we / I will not supply End of Life and / or refurbished equipment / items.
5) We / I declare that the items quoted by us shall be in commercial production and support by the manufacturer for a period of Warranty and CMC as stated in the Tender.
6) We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BBMP for the period of five years.

Identified by me:

Deponent

Advocate
Name: _____
Title: _____
Company: _____
Date: _____
Place: _____

ANNUAL TURNOVER STATEMENT

The Annual Turnover of M/s. _____ for the past three years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover (in Rs.)
1.	2020-21	
2.	2021-22	
3.	2022-23	

Date:
Place:
Chartered Account's Seal:

Unique Document Identification Number (UDIN)

Chartered Account's Signature:
Name:
Chartered Accountant's Registration Number:

PROOF OF SERVICE CENTRE IN BENGALURU

IFT No. _____ Date: ___/___/_____

To,
CHO, Public Health,
BBMP
Bengaluru - 560002.

Dear Sir,

The following are the details of our service centers in Bengaluru:

Sl.	Service Center Address	City	Service Center Inception Date	Landline Number	Number of Engineers working
1.					
2.					

3.					

Date:
Place:
Company Seal:

Signature:
Name:
Designation:

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS and OEM

(To be furnished on the Bidder's Letter Head and OEM letter head)

Ref …… Date ……

To,
CHO public Health, BBMP

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated against clause of Bid Documents relating to the Tender Enquiry No. ……

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries not sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that ……(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that ……(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

Date:

Signature along with Seal of Co.
……
(Duly authorised to sign the Tender On behalf of the Bidder)
Name ……
Designation ……
Name of Co …… (in Block Letters)

***Strike out whichever is not applicable.**
Please Note: Among the above two declarations, only one which is applicable is to be declared.

BANK ACCOUNT DETAILS

The bidder shall provide all the information such as Bank Account details, valid email ids, and valid contact Number of the contact person on the letterhead of the bidder.

IFT No. _____ Date: ___/___/_____

1) For RTGS
   a) Benefeciary Name:
   b) Benefeciary Bank and Branch:
   c) Address and Phone No. of Bank:
   d) Account No.:
   e) IFSC Code:

2) For Confirmation of transfer
   a) Name of the Contact Person
   b) Designation:
   c) Mobile Phone No.:
   d) Email id:

Date: Signature:
Place: Name:
Company Seal: Designation:

CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

IMPORTANT NOTICE: *The following checklist of documents should be submitted by the bidder in the tender. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the tender, as per the format mentioned in the tender document and in clear & readable format, before the tender due date and time, then the tender submitted by the bidder shall be liable for outright rejection. The purchaser shall not accept any document which have not been uploaded before the tender due date and time. Therefore, the bidders are requested to read the tender document carefully and submit/upload the complete list of documents as required in the tender document.*

IFT No. _____ Date: ___/___/_____

Sl.	Details	Submitted (Yes / No)
1.	Earnest Money Deposit (EMD)	
2.	GST Registration Certificate	
3.	Annual Turnover for the past three year as per format along with the ITR returns 20-21, 21-22, 22-23	
4.	Balance Sheet for the past three years 20-21, 21-22, 22-23	
5.	Profit and Loss account statement for the past three years 20-21, 21-22, 22-23	
6.	Certificate of Incorporation of the bidder	
7.	Tender offer form as per proforma given in Section-VIII	
8.	Affidavit	
9.	Service center details established	
10.	Import License (if quoted for imported goods)	
11.	Manufacturing License	
12.	Manufacturer’s Authorization as per proforma given in Section-XIII	
13.	80% /40% Performance Statement to be submitted by the Manufacturer as per proforma	
14.	Proof of 80% performance (Supply orders to be submitted by the Manufacturer	
15.	30% Performance statement to be submitted by dealer / authorized agent as per proforma	
16.	Proof of 30% performance (Supply orders) to be submitted by dealer / authorized agent	
17.	End user certificate	
18.	Equipment & Quality control certificate as per proforma given in Section- XIV	
19.	Technical literatures of the quoted model	
20.	Technical Compliance statements	
21.	Standard certificates like ISO, ISI, CE, FDA, etc., or any other certificates required as per the tender document	
22.	PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS	
23.	Certificate from Authority certifying that the bidder is a “Micro or Small Enterprise” (for SSI in Karnataka only)	

Sl.	Details	Submitted (Yes / No)
24.	Any other documents as mentioned in tender document	

Date:
Place:
Company Seal:

Signature:
Name:
Designation: